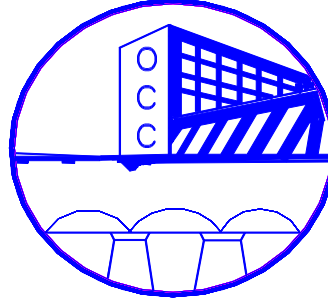


ODISHA CONSTRUCTION CORPORATION LIMITED

(A GOVT. OF ODISHA UNDERTAKING)

OFFICE OF THE SENIOR MANAGER (MECH.),
REGIONAL WORKSHOP, JEYPORE, KORAPUT -764004
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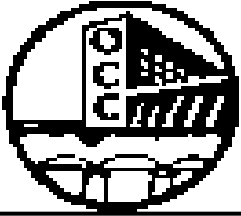
DESIGNED TO EXCEL

QUOTATION CALL FOR THE WORK

“S/R to twin building of OCCL at Irrigation Colony, Jeypore by providing water proof plastic felt over roof slab”.

The quotation document comprises of the following:

1)	Quotation call notice No.OCCL/RWS/01/2023-24 Dated 24.05.2023	Page No.02
2)	EMD and Document Deposit Particulars	Page No.05
3)	Undertaking of Tenderer	Page No.06
4)	General Terms and conditions	Page No.07
5)	Special Terms and conditions	Page No.14
5)	Bill of Quantity & Price schedule	Page No.15
6)	Schematic Diagram of Roof	Page No.16
Total		16 (Sixteen) pages



DESIGNED TO EXCEL

ODISHA CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)
Office of the Senior Manager (Mech.),
Regional Workshop, Jeypore, Koraput-764004



No. OCCL/RWS/260

Date.24.05.2023

SHORT QUOTATION CALL NOTICE NO. OCCL/RWS/01/2023-24 Dated.24.05.2023

Sealed quotations are invited from Job Workers enlisted with OCC Ltd in Grade (Gr.C-III) and above category for the work **“S/R to twin building of OCCL at Irrigation Colony, Jeypore by providing water proof plastic felt over roof slab”** to be received up to **5.30 PM on 03.06.2023** and opened at **10.30 AM on 05.06.2023** in presence of the quotationers or their authorized representative, if they so desire. The sealed covers should be clearly mentioned with quotation call notice No. & date of opening on the top right hand of sealed cover positively.

Cost of tender document (Non-refundable)	Sale of Tender Document		Receipt of tender	Date of opening
	From	To		
Rs.472/- By hand OR Rs.572/- by Speed post (inclusive of GST @ 18%)	26.05.2023 from 10.00 AM	03.06.2023 upto 5.00 PM	03.06.2023 upto 5.30 PM	05.06.2023 at 10.30 AM

The cost of quotation documents shall be of Rs.400/- + CGST @ 9% Rs.36/- + OGST @ 9% Rs. 36/- = Rs.472/-(Rupees Four hundred Seventy Two) only by hand **OR** Rs.400/- + CGST @ 9% Rs.36/- + OGST @ 9% Rs. 36/- = Rs.472/-(Rupees Four hundred Seventy Two) only + Postal / Courier charges Rs.100/- = Rs. 572/-(Rupees Five hundred Seventy Two) only by Registered Post /Speed Post / Courier.

The quotation shall accompany with Valid GST registration certificate, OCCL Enlistment certificate, PAN Card, Earnest Money Deposit. The rates should be valid for a period of 30 days from the date of opening of quotation. The quotation is to be duly sealed in closed covers and superscribed as **“S/R to twin building of OCCL at Irrigation Colony, Jeypore by providing water proof plastic felt over roof slab.”**

The quotation documents shall be available in the office of the undersigned by hand or post with effect from 26.05.2023 to 03.06.2023 upto 5.00 PM. The date of opening of the quotation shall be 05.06.2023 at 10.30 AM in the office of the undersigned in presence of the quotationers or their authorised representatives, if they so desire. The quotation shall also be available on our website at www.odishaconstruction.com. If there will be a public holiday on the last date of sale of quotation document and receipt & opening of the quotations as specified above, the quotation document will be sold and quotations will be received & opened on the next working day at the same time and venue.

The quotationer should furnish EMD @1% of the quoted value of the quotation in shape of Demand Draft drawn in favour of **“Odisha Construction Corporation Limited- Project Account”** in any Nationalised Bank/Scheduled Bank payable at Jeypore along with the quotation without which the quotation shall not be taken into consideration.

The undersigned reserves the right to accept or reject any or all quotation without assigning any reason thereof.

1. Intending tenderers are required to furnish the following along with their quotation.
 - (i) Copy of tender paper cost receipt (by hand) or Bank draft (online / postal).
 - (ii) Earnest Money deposit (EMD).
 - (iii) Copy of valid GSTIN registration issued by competent authorities.
 - (iv) Copy of PAN card.
 - (v) Copy of document indicating residential address.
 - (vi) Valid enlistment certificate as Job-Worker issued by OCCL.
 - (vii) Complete tender documents duly filled-in and signed on each page by the tenderer or his/their power of attorney holder with date, full name, designation and official seal.
2. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
3. The intending bidder(s) is / are to quote their rates in the enclosed blank price schedule format.
4. The successful bidder shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement.
5. The bidder may inspect site & ensure proper understanding of work before submitting bid documents.
6. The validity of offer should be for a period of **30** (Thirty) days from the date of opening of quotation, without any price rise.
7. Any dispute arising out of this tender or order thereof is to be settled in proper court under the jurisdiction of Odisha High Court at Cuttack or Courts at Bhubaneswar only under the jurisdiction of Odisha High Court.

Senior Manager (Mech.),
Regional Workshop, Jeypore, OCCL

Memo No.OCCL/RWS/ 261

Dated. 24.05.2023

Copy submitted to the Director (Mechanical), Odisha Construction Corporation Ltd., Unit – VIII, Bhubaneswar – 751012 for favour of kind information and necessary action.

Encl: Quotation Documents

Senior Manager (Mech.)

Memo No.OCCL/RWS/ 262

Dated. 24.05.2023

Copy submitted to the General Manager (Mech.) Erection and Maintenance, Odisha Construction Corporation Ltd., Central workshop, Rasulgarh, Bhubaneswar – 751010 for favour of kind information and necessary action.

Encl: Quotation Documents

Senior Manager (Mech.)

Memo No.OCCL/RWS/ 263

Dated. 24.05.2023

Copy to the Senior System Manager, Systems Business Division, Odisha Construction Corporation Ltd., Unit – VIII, Bhubaneswar – 12 with a request to hoist the above quotaion call notice in the website www.odishaconstruction.com.

Encl: Quotation Documents

Senior Manager (Mech.)

Memo No.OCCL/RWS/ 264

Dated. 24.05.2023

Copy to Notice Board, O.C.C Ltd., Regional Workshop, Jeypore.

Senior Manager (Mech.)

EMD and Document Deposit Particulars

DETAILS OF EARNEST MONEY DEPOSIT (EMD) AND DOCUMENTS SUBMITTED ALONG WITH TENDER

EMD amount Rs. _____ (Rupees _____) only vide

A/C Payee D.D. / B.C./ Pay Order No. _____

Dated. _____ issued by _____

Bank _____ Branch _____

1. GST Registration Certificate :
2. P.A.N. card :
3. Names of relations in O.C.C. Ltd. :
4. Money receipt No. _____ Dated _____ issued by
 _____ for Rs. _____ (Rupees
 _____) only in support of purchase of tender
 schedule.
5. Any other documents :

Full signature of "Tenderer" with date and seal

UNDERTAKING OF TENDERER

I / We Sri

(In case of the firm, the name of the proprietor / head of the firm along with the designation & name of firm should be mentioned)

S/O: Sri _____, Permanent resident of
Vill /Street: _____, P.O: _____, P.S: _____
Via: _____, Dist: _____, State: _____
PIN: _____

declare that I / We have thoroughly gone through the tender document and I / We know the sites of works. I / We agree to work at rates quoted by me / us or at settled rates and abide by the terms and conditions of the tender document.

Full signature of "Tenderer" with date and seal
Present address for correspondence

General terms and conditions

1. DEFINITIONS

- (i) **“CORPORATION”** means **“ODISHA CONSTRUCTION CORPORATION LTD. (“OCCL” in short)”** with registered office at Unit-8, Gopabandhu nagar, Bhubaneswar – 751012 (Odisha) represented through its Managing Director or any other officer as designated by the “Corporation” from time to time.
- (ii) **“ENGINEER-IN-CHARGE”** means the qualified engineer deployed by the “Corporation” at work site for the work including the Senior Manager (Civil), “OCCL”
- (ii) **“JOB-WORKER”** means the enlisted person/ firm / organisation having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- (iii) **“CLIENT”** means the State Govt. or Central Govt. organization or any individual from whom “OCCL” has received the work for execution.

2. AGREEMENT

The “Job-Worker” shall enter into an agreement with the “Engineer-in-Charge” in the format on requisite value of stamp paper prescribed for the purpose by the “Corporation” within a stipulated period to be specified by the “Engineer-in-Charge” failing which the EMD and ISD shall be forfeited. The work may be awarded in favour of some other agency at the discretion of the “Corporation”.

3. RATE

The rate quoted by the tenderer is to be indicated in Rupees, which shall be valid for the full period of execution or till completion of work whichever is later. No escalation or price variation in whatsoever form shall be entertained. The rates quoted by the “Job-Workers” should be firm for the entire period of execution.

The “Job-Worker” shall quote the rates to complete the works as per specifications inclusive of all transportation, handling, loading, unloading, lift, de-lift, taxes, duties, levies, incidental expenses etc. that will be applicable on the work to be executed by him. No claim in this regard in whatsoever form shall be entertained.

4. PAYMENT TERMS

- (j) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm through out the agreement period.
- (ii) The payment to the “Job-Worker” shall be limited to the measurements taken and accepted by the client. The “Job-Worker” can not raise any dispute over the measurements allowed by the “Engineer-in-Charge” for the purpose of payment.
- (iii) The job-worker will bear the full cost of rectification or replacement of works required as per direction of “Client” or “Engineer-in-Charge”.
- (iv) The payment to the “Job-Worker” against any item shall be released only after receipt of payment by the “Corporation” from the “Client” against respective item.
- (v) Any penalty levied by “Client” on “OCCL” due to delay in work will be borne by the “Job-Worker” in full, if the “Job-Worker” is responsible for delay.

5. INITIAL SECURITY DEPOSIT (ISD)

The "Job-Worker" shall deposit Initial Security Deposit (ISD) at the rate of 1(One) % of the work/agreement value on receipt of letter of intent of work within a period of 15 days from the date of issue but before execution of agreement. After receipt of the full ISD, the EMD received along with the tender shall be returned.

If the tenderer desires, the EMD can be converted to ISD and the balance amount of ISD has to be deposited. If the "Job-Worker" fails to deposit such initial security within the stipulated date, the EMD of the "Job-Worker" shall be forfeited and the work may be awarded in favour of some other agency at the discretion of the "Corporation".

6. SECURITY DEPOSIT (SD)

The Security Deposit (SD) deducted by the client from OCCL shall be deducted on the gross amount of each bill of the "Job-Worker". The security will be released after 6(Six) months of completion of the work or settlement of final bill of the "Job-Worker", whichever is later, if no defect in the work is noticed and material account as well as all disputes including compliance of labour rules, ESI rules etc. are settled.

7. ADDITIONAL SECURITY DEPOSIT

The "Engineer-in-Charge" may, if he feels it necessary, can deduct and withheld from the bill of the "Job-Worker" a sum not exceeding 10% and not less than 5% of the gross value of work done as additional security deposit for the rectification of defective and/or unsatisfactory work.

The additional Security Deposit shall be deducted in addition to normal security deposit. Such defects shall be rectified by the "Job-Worker" within such period as the "Engineer-in-Charge" may fix-up and if the "Job-Worker" fails to rectify the defects within the specified period, this shall be rectified by the "Engineer-in-Charge" at the cost and risk of the "Job-Worker". The expenses so incurred in the rectification of the defective works and/or unsatisfactory work done by the "Job-Worker" shall be recovered from the bills or any other dues of the "Job-Worker" or otherwise as per law. In this connection, the decision of the "Engineer-in-Charge" shall be final and binding on the "Job-Worker". The additional security deposit shall be released in full, when the "Job-Worker" rectifies the defects in time at his cost.

8. INCOME TAX, GST OTHER TAXES, DUTIES, LEVIES ETC.

Income tax at the prevailing rate from time to time will be deducted from each bill of the "Job-Worker" and shall be deposited with Income Tax Authorities. No VAT on works contract shall be levied from the bills of "Job-Worker". However, the "Job-Worker" shall bear GST on materials procured by him. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted and GST will be paid extra for deposit.

9. OPTIMUM USE OF MACHINERY, VEHICLES, EQUIPMENTS, TOOLS, TACKLES, CONSUMABLES AND STEEL MATERIALS

The "Job-Worker" shall ensure optimum utilisation of the plants, machinery, equipments, tools, tackles, consumables, cement, steel materials etc. and shall not create any hindrance for others. The

decision of the "Engineer-in-Charge" regarding the optimum requirement shall be final and binding on the "Job-Worker".

10. RECORD OF MATERIALS, CONSUMABLES, MACHINERY, EQUIPMENTS, TOOLS, TACKLES ETC.

The "Job-Worker" shall be responsible for maintaining the data and complete records of issue and consumption of materials and consumables as well as record of plants, machinery, equipments, tools, tackles, cement, steel materials etc. issued to him by the owner and "Corporation". The materials, plants, machinery, equipments, tools, tackles cement, steel materials etc. shall be issued as per requirement and availability only.

The materials supplied by the "Corporation" will be received by the "Job-Worker" from the "Corporation" store on submission of indent by the "Engineer-in-Charge". Transportation materials to site of work and storage at site are the responsibility of the "Job-Worker".

The "Job-Worker" will keep an accurate record of "Corporation" materials and furnish the consumption statement of such materials. The surplus materials, if any, are to be returned to the "Corporation" store at his cost failing which, the cost of excess materials will be recovered from the dues of the "Job-Worker" @ 5(Five) times the issue rate of "OCCL" or market rate, whichever is higher. The materials, if and when supplied by the "Job-Worker", shall be of the best and suitable quality as per specifications stipulated in the technical specifications and subject to approval of "Engineer-in-Charge"/"Client", whose decisions, as regards quality of the materials, shall be final.

11. RETURN OF PLANTS, MACHINERY, EQUIPMENTS, TOOLS, TACKLES, MATERIALS, CONSUMABLES ETC.

The plants, machinery, equipments, tools, tackles, excess cement, excess steel materials, excess consumables etc. of the "Corporation" are to be returned by the "Job-Worker" in good working condition after completion of the work/termination of the contract by the "Corporation". The "Corporation" may hire plants, machinery, equipments, tools, tackles etc. from the owner as well as outside for use in work. The same are also to be returned by the "Job-Worker" in acceptable good working condition with original fittings after completion of the work/termination of the contract by the "Corporation".

Any damage to/ by the plants, machinery, equipments, tools, tackles etc. during use by the "Job-Worker" shall be booked to the "Job-Worker" for recovery from his bills.

The balance unused/excess cement, steel materials, balance consumables etc. of the "Corporation", if any, shall be returned by the "Job-Worker" in good condition at specified places as per direction of the "Engineer-in-Charge" failing which the cost at 5(Five) times the market rate shall be deducted from the "Job-Worker".

12. MEASUREMENT OF WORK

The quantity of work executed shall be measured and payment made once in a month or on completion of work or on termination of the agreement, when final measurement will be made and account will be adjusted accordingly. The decision of the "Engineer-in-Charge" regarding the rates, progress, measurement and quality of the work shall be final and binding on the "Job-Worker".

13. INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS

The work shall be carried with due diligence and in a workman like manner in accordance with relevant Bureau of Indian Standard specifications on the basis of latest approved drawings and technical specifications supplied by "Corporation" in absence of which, as per the direction of "Engineer-in-Charge".

The technical specifications in the relevant agreement between the "Corporation" & owner and approved drawings & technical specifications issued by the owner & "Corporation" shall be the basis for execution of work under the agreement. In the absence of approved drawings and technical specifications, the direction of the "Engineer-in-Charge" shall be final and binding on the "Job-Worker". The "Job-Worker" shall make arrangements to take copies of the approved drawings from the office of the "Engineer-in-Charge" for reference during execution of work.

14. PAYMENT TO WORKMEN

The "Job-Worker" should maintain job register and payment rolls of their workmen and get those checked by the "Engineer-in-Charge" or his authorised representative from time to time. The payment to the workers/ supervisory staff shall be made by the "Job-Worker" in the presence of the owner and/or "Engineer-in-Charge" or his authorised representative. The paid pay roll register shall be signed by the "Engineer-in-Charge" or his authorised representative as a token of disbursement. The copies of paid pay roll shall be submitted to the "Engineer-in-Charge" within a period of 7(Seven) days from the date of payment failing which no further payment to the "Job-Worker" shall be released.

15. WORKMEN COMPENSATION

In case of any loss due to accident arising during/in connection with execution of the contract, the "Job-Worker" will pay compensation to his workmen. The "Job-Worker" will be fully responsible for his workmen as per workmen's compensation act and labour laws in force during entire period of execution of contract. In case, the "Job-Worker" fails to do so, the "Corporation" may pay the same and recover the same from the bills/ dues of the "Job-Worker".

16. INFORMATION OF WORKMEN

The "Job-Worker" will make his own arrangements for procurement of labour and shall furnish all information of workmen employed by him like name, father's name, full permanent address, sex and age to the "Engineer-in-Charge" along with the pay.

17. STATUTORY REQUIREMENTS

The "Job-Worker" shall comply all statutory requirements applicable at site of work such as minimum wage act, labour act, factory act, workmen's compensation act, provident fund rules, employee's state insurance rules etc. A certificate to this effect shall be enclosed by the "Job-Worker" with each Running Account Bill for payment.

18. MINIMUM AGE OF WORKMEN

The "Job-Worker" shall not employ any person, who is below the age of 18(Eighteen) years or unfit for the tendered items. The "Engineer-in-Charge" shall have right to decide, whether any labour employed by the "Job-Worker" is below the age of 18(Eighteen) years or unfit and refuse to allow any labour, whom he decides to be below the age of 18 years or unfit for any other reason.

19. MINIMUM WAGE ACT

The "Job-Worker" shall pay wages of each labour at the rate not less than the wages as per Minimum Wages Act in force and as may be amended from time to time. The "Engineer-in-Charge" has the right to enquire into and decide on any complaint of the labourers relating to non-payment or less payment of wages to them and his decision will be final and binding on the "Job-Worker".

20. NON-PAYMENT OF DUES OF LABOURERS

If the "Job-Worker" fails to pay the dues of labourers engaged by him for this work in time, the same shall be paid by the "Engineer-in-Charge" directly to the deserving workers. The expenditure so incurred on account of non-payment or less payment shall be recovered from the bills or any other dues of the "Job-Worker".

21. HUTMENTS/TEMPORARY ACCOMMODATION

The "Job-Worker" has to arrange hutments/temporary accommodation for his own labourers/workmen at the work site at his own cost.

22. IDLE LABOUR

"OCCL" will not be held responsible for idle labourers of the "Job-Worker" for any reason, whatsoever and no claim on this account will be entertained.

23. WORKING IN SHIFTS

If necessary, the "Job-Worker" may be asked to work in two(2) or 3(three) shifts. Normally, the work shall be executed in shifts. The "Job-Worker" may, if required, have to engage the workmen on overtime to complete the work in scheduled time. The overtime cost shall be borne by the "Job-Worker".

24. CLAIMS AND LIABILITIES

All claims/liabilities etc. arising out of Explosives act and labour laws shall be borne by the "Job-Worker" and he shall keep the "Corporation" indemnified against them and also in case of injuries or death of labourer(s) resulting from accidents during the execution of the work. In case the "Corporation" will have to pay for any such claims under Workmen's Compensation Act, the same shall be adjusted from the pending bills/dues of the "Job-Worker" or shall be recovered otherwise as per law from him.

25. SAFETY

The "Job-Worker" should abide by the safety laws and rules of statutory bodies, "Corporation" and owner as per directions of "Engineer-in-Charge" and Safety Officers inspecting from time to time.

26. WATCH AND WARD

The "Job-Worker" shall arrange watch and ward and safety of the site of work, constructed structures, machinery, vehicles, equipments, tools, tackles, consumables, cement, steel materials etc. of the "Corporation" and owner at his own cost.

27. AUTHORISED PERSON

The "Job-Worker" may in writing authorise his power of attorney holder or any other person to draw materials, avail facilities, attend measurements etc. during the course of execution of work. All liabilities created by the authorised person of the "Job-Worker" by way of loss of materials drawn, amenities availed, unpaid wages created etc. shall be considered as the liabilities of the "Job-Worker" and such liabilities shall be made good by the "Job-Worker" or it shall be recovered from the bill/payment due to him.

28. SPLITTING UP WORK

The authority reserves the right to split up the work amongst various "Job-Workers" and increase or decrease the quantity of work mentioned in the quotation document without assigning any reason thereof and no claim whatsoever will be entertained on this account. The quantity as per agreement may also increase or decrease as per actuals.

If “Corporation” desires, different agencies can be engaged at a single site of work for which each agency is to co-operate so that other agency does not face any difficulty in engagement of his machinery, equipments, vehicles etc.

29. .BREACH OF CONTRACT

The ISD including EMD, SD and additional SD are liable to be forfeited in the event of breach of contract and the agreement shall be terminated. The dues of the “Corporation” including due of labourers/workmen and other statutory payable liabilities payable by the “Corporation” as principal employer shall be cleared by the “Job-Worker”. The decision of the “Engineer-in-Charge” in this regard shall be final and binding on the “Job-Worker”. The amount remaining as outstanding against the “Job-Worker” after adjustment of his dues shall be payable by him to “OCCL”. If necessary, legal action may be taken for recovery of the dues of the “Corporation” including labour and statutory dues to be cleared by the “Corporation” as principal employer and “OCCL” reserves the right to recover the payable amount from the “Job-Worker” from works done by his under any other organization or from his properties.

30. TERMINATION OF CONTRACT

The “Engineer-in-Charge” may put an end to the agreement at his option at any time due to (a) Bad workmanship (b) Dis-proportionate progress (c) Non-compliance of labour rules or (d) Any other reason. The decision of the “Engineer-in-Charge” is final in this respect and no claim on this account will be entertained. “OCCL” also reserves the right to take exparte measurements, if the “Job-Worker” does not co-operate in taking final measurements after termination of contract.

31. RESPONSIBILITY OF JOB-WORKER

The work shall be completed by the “Job-Worker” in all respect within the stipulated period of completion and the responsibility of the “Job-Worker” shall cease only, when the items are fully accepted by the owner after erection at project site.

32. PROGRESS OF WORK AND PENALTY

The “Job-Worker” will achieve the desired progress as per programme.. If the “Job-Worker” fails to achieve the contracted quantity every month as per programme, penalty at the following rates shall be imposed.

Sl. No.	Failure percentage (%)	Penalty percentage (%)
(i)	Less than 10(Ten)%	1(One)% of value of defaulted quantity
(ii)	Above10(Ten)% and upto 20(Twenty)%	2(Two)% of value of defaulted quantity
(iii)	Above 20(Twenty)% and upto 30(Thirty)%	5(Five)% of value of defaulted quantity
(iv)	Above 30(Thirty)%	To be asked to demobilise with penalty equivalent to 10(Ten)% of value of defaulted quantity. The “Engineer-in-Charge” will off-load the work and get the work done through any other agency or of its own at the risk and cost of the “Job-Worker”. No claim will be allowed to the “Job-Worker” in this regard.

33 . REJECTION DUE TO BAD WORKMANSHIP

The rejection due to bad workmanship shall be charged to the “Job-Worker” at a cost of rejected items plus 20(Twenty) %.

34. TESTING OF WELDERS AND OTHER SKILLED/SEMI-SKILLED WORKMEN

The qualification test of welders and other skilled/semi-skilled workmen may be conducted at site by the "Engineer-in-Charge" and only qualified welders and other skilled/semi-skilled workmen shall be deployed for the work. The cost of testing shall be borne by the respective "Job-Worker".

35. QUALITY ASSURANCE AND QUALITY CONTROL

Quality Assurance/Quality Control Plan shall be prepared before commencement of site activities and shall be followed maintaining stage-wise up-to-date record of the work.

36. SITE VISIT

The "Job-Worker", interested to participate in the tender, should visit the site of work and get himself acquainted with site conditions and tendered work before submitting the tender.

37. DEVIATION OF PROVISIONS IN AGREEMENT

The "Job-Worker" will not vary or deviate from the provisions in the agreement without obtaining prior permission in writing from the "Corporation".

38. RIGHT OF THE "CORPORATION"

The "Corporation" reserves the right to cancel a particular quotation call or all quotation calls without assigning any reason thereof. The items can be splitted among two or more tenderers at any stage. The offer of any quotationer or all may be cancelled without assigning any reason thereof. The requirement shown in any quotation call notice are only indicative and may vary.

39. APPROACH ROAD, HAUL ROAD ETC.

The approach road, haul road etc. if required, at site of work are to be constructed and maintained by the "Job-Worker" at his cost.

40. SUB-LETTING

The work under any agreement shall not be assigned or sublet to any body by the "Job Worker". If the "Job-Worker" shall assign or sublet or attempt to do so, the "Engineer-in-Charge" shall terminate the agreement and shall get the work done through any other agency or of its own at the risk and cost of the "Job-Worker". No claim will be allowed to the "Job-Worker" in this regard. "OCCL" reserves the right to have access also to units of the "Job-Worker" to verify, if works are actually executed by him.

41. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES

All extra items are to be executed by the "Job-Worker" at mutually agreed rates. All extra quantities are to be executed at agreement rates. If required, the "Job-Worker" has to furnish the working analysis as per actuals to arrive at the extra items rates.

42. FORCE MAJOR:

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of God such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to invasion, the act of foreign countries, hostilities, or war-like operations before or after declaration of war, rebellion, military or unurped power which prevent performance of the contract and which could not be foreseen or avoided by a prudent person.

43. JURISDICTION

For all liabilities created under the various contractual obligations/impositions under this agreement, the "Job-Worker" undertakes not to raise any dispute or litigations in connection there with and shall make all endeavors to resolve all disputes amicably through conciliation and in all such cases, the decision of the Managing Director, "OCCL" shall be final and binding on the "Corporation" as well as on the "Job-Worker" failing which all such disputes arising out of the agreement shall be subject to jurisdiction of Hon'ble High Court of Orissa at Cuttack and their sub-ordinate courts at Bhubaneswar only. Both the parties agree by mutual consent that any dispute relating to this agreement is barred from arbitration.

SPECIAL TERMS AND CONDITIONS

1. The quotationers should have been enlisted with OCCL and furnish certificate in support of execution of similar jobs with magnitude from Govt. / govt. firm and satisfactory completion thereof.
2. The quotationers shall have to furnish copies of GST registration certificate and PAN CARD.
3. No compensation is payable to the quotationers due to idle labour in course of execution of the work or supervision of the work due to rains, cyclone, floods and any other local problems etc.
4. The quotationers shall not engage workmen below 18 years of age and shall provide personal protective equipments (like helmet, shoe, safety glass, safety belt, nose mask, earplug etc.) as many required to all the workmen to be engaged as per safety rule.
5. All claims/liabilities etc. arising out of labour laws and also in case of injury / death of workmen resulting from accidents during execution of work shall be borne by the successful bidder.
6. The quotationers shall maintain the wages register/payment sheet and all other registers as required under labour laws that is presently in force and shall be personally responsible for violation of any of the provisions of the labour laws.
7. The quotationers shall process a valid license to engage labour at his own cost as per existing rules.
8. Payment towards price escalation / request for revision of rates is not admissible to the piecework till completion of the work.
9. 2% of the gross value of work will be deducted towards labour compliance. Other taxes & duties as applicable shall be deducted from the bills.
10. Payment: 100% payment shall be released after successful completion of the work in all respect after issue of final acceptance certificate by the Engineer-in-charge.
11. Penalty: In case of failure to complete the work within the due date, or in case of non-performance/ poor performance, the contract shall be terminated within 07 days notice and the work shall be done by other agency of the cost and risk of quotationers.
12. The successful quotations should completed the work within the stipulated period i.e. **1 Month** from the date of issue of Work order.
13. Any dispute arising out of this tender or order thereof is to be settled in proper court under the jurisdiction of Odisha High Court at Cuttack or courts under the jurisdiction of Odisha High Court at Bhubaneswar only.

To be furnished in original

ODISHA CONSTRUCTION CORPORATION LIMITED
(A GOVT. OF ODISHA UNDERTAKING)
OFFICE OF THE SENIOR MANAGER (MECH.),
REGIONAL WORKSHOP, JEYPORE, KORAPUT -764004

Bill of Quantity & Price Schedule

Name of work:“S/R to twin building of OCCL at Irrigation Colony, Jeypore by providing water proof plastic felt over roof slab”.

Sl. No.	Description of work	Unit	Quantity	Rate (in Rs.)	GST Rate & Amount applicable (in Rs.)	Amount (in Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1.	Providing & laying water proofs with polymeric bituminous membrane (plastic felt) of 2.25 Kg/sqm. and 2mm thickness consisting of layers having center core of 20 micron thermoplastic high molecular high density polyethylene H.M.H.D.P.E. film of grade 2504 including priming of the surface with bituminous primer @ 0.3 kg/sq.m providing a cost of hot blown bitumen of 1.32 Kg/Sqm applying & laying plastic felt membrane with 10 cm overlap adhered to blown bitumen of 85/25 or 90/15 grade & covered with a layer of hot blown bitumen @ 1.2 kg/sqm etc. complete as per direction of Engineer-in-charge.	Sq.mtr.	290			
(In Words.....)						

Schematic Diagram of Roof

